

4-0328

08-04

ELK TOWNSHIP BOARD OF EDUCATION

&

ELK TOWNSHIP TEACHERS' ASSOCIATION

AGREEMENT

X 1981-1982

## 1 9 8 1 - 8 2    A G R E E M E N T

This Agreement made this 5th day of March 1981, by and between the Elk Township Board of Education, hereinafter called the "Board", and the Elk Township Teachers' Association, hereinafter called the "Association".

WHEREAS, The Board of Education and the faculty of Aura School share the common goal of providing the best possible education for the students of Elk Township, and to accomplish this goal, it is necessary to clarify the relationship between Board and Staff, the rights and responsibilities of each, and procedures for resolving any differences of opinion which may arise:

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

**DURATION** - The term of this Agreement shall be for the 1981-82 School Year from July 1, 1981 to June 30, 1982.

**BOARD OF EDUCATION** - The Board of Education is legally accountable for every aspect of the entire educational enterprise. It develops policies to guide the district's operation and delegates to the administrative staff the authority and responsibility to carry out these policies.

In its work of policy development the Board may wish to consider the recommendations of staff employees affected by these policies. This in no way infringes upon the legal right of the Board to make final decisions; rather it is designed to improve teacher morale and lead to better policies after consideration of all points of view.

**ADMINISTRATIVE PRINCIPAL** - The Principal, as the chief administrative officer of the district, plays the key role in all board-staff relations. He is in effect, the man in the middle who serves as both professional leader of the staff and executive officer of the Board. The Principal shall develop lines of communication between the board and staff and shall recommend to both groups proper procedures that should be followed in the resolving of any differences of opinion. It is expected that both Board and Staff will consult with the Principal and involve him in any discussions between the two groups.

**STAFF** - The Board recognizes the value of the opinion of professional employees and will take these into account in the development of policies that affect staff members. However, decision-making powers does not rest with staff members, either individually or as a group. Discussions between the Board and Staff may be initiated by the Principal, by the Board, or by the Teachers individually. The Board expects that all requests or discussions should be concerned with improving education in the district and services to boys and girls.

The satisfactory solution of complaints and grievances may forestall the development of more serious problems and the loss of worker efficiency. In order to find satisfactory solutions, definite procedures must be followed in the school system. The superintendent of schools shall develop the channels and procedures for the presentation and solution of complaints and grievances; (a) By providing the opportunity for individual communication with the persons who are responsible for the alleged grievance; (b) By providing assurances that the channels for redressing grievances are open without fear of reprisal; (c) By providing staff members and recognized professional organization the opportunity to participate in such consideration through informal and also official representation.

Complaints and grievances usually arise when an individual believes that an injustice exists and should be corrected. The alleged injustice may develop because of a particular policy, or lack of policy, the interpretation of a policy, or the administration of a policy, the presence of certain working conditions, the behavior of colleagues, or other related causes.

#### POLICY CONCERNING RIGHTS OF EMPLOYEES ON NEGOTIATIONS, GRIEVANCES AND PROPOSALS

##### I.

A. The constitutional and statutory rights of public employees in dealing with the public employer are valuable and they are to be respected in both the letter and spirit of this policy.

B. The Board will assist the right to organize by any group of employees by providing a meeting place upon application, subject to the educational requirements of the school facilities.

C. The Board does not and cannot favor or oppose any particular employee organization, or method of employee organization, or any affiliation with other employee organizations. No employee shall be favored or discriminated against because he does or does not belong to any organization.

##### II.

A. The Board hereby recognizes the Association as the unit of representation for all teachers in Aura School grades K-6, Special Education, and certificated specialists under contract.

B. A unit or representation shall make itself known to the Board by filing with the Board a list of its members and a request that it be recognized as the representative unit.

This representation shall remain in effect for one year from the date of filing and at that time each representative shall submit a new list of its members to continue recognition.

C. Recognition shall be suspended for any unit during any illegal activity on the part of the representative or upon the part of a substantial number of the members of the unit in any matter concerning work stoppage or slowdown or any other important employment activity.

### III.

A. Each such representative shall be the exclusive representative for collective negotiations concerning the terms and conditions of employment of the employees in such unit.

B. To enter into negotiations a representative shall submit a written statement to the Board setting forth an agenda of particular matters to be negotiated in accordance with the calendar set by state regulations, stating who will appear for the representative on each item, giving the full names and addresses of those who will appear who are not employees of the Board.

C. The Board shall reply upon the receipt of the statement of the representative setting forth a time and place of meeting which time shall be not more than two weeks in the future. Each meeting shall have a termination time, and if the business of the agenda is not accomplished by that hour, the Board through its ranking person at the meeting shall set a place, date and time for continuing the agenda, which shall be in a reasonable time in the future, and this and further meetings will have a termination time and may be further continued in like manner.

D. Negotiations shall be conducted in good faith and any agreement reached upon terms and conditions of employment shall be embodied in writing and signed by the authorized representative of the Board and the unit representative, and entered upon the official minutes of the Board.

E. Any employee, group of employees or employee organization other than the unit representative may request a meeting with the Board or its representative to present views or requests.

Any such request shall contain an agenda of topics, the names of all employees for whom the request is made and the names and addresses of any person other than a Board employee who may appear at such a meeting.

If the Board grants such request, or any part of it, the unit representative shall be notified and may have observers attend any and all such meetings. Such meetings may not directly result in changes or modifications in terms and conditions of employment, but the same may be made only through agreement with the unit representative. Nothing in this paragraph shall be construed as allowing anyone other than the unit representative to present grievances.

DEFINITION - A grievance is a claim by a teacher, or the association, based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions affecting a teacher or a group of teachers.

TIME LIMIT - A grievance to be considered under this procedure must be initiated by the teacher or group of teachers within twenty (20) days of its occurrence.

LEVEL ONE - A grievance shall first be presented verbally to the Principal either directly by the affected party (or parties) or through the Association's designated representative, with the objective of resolving the matter informally.

If the Principal's verbal response is not satisfactory to the aggrieved, then the aggrieved shall resubmit the grievance in writing to the Principal within five (5) school days from the meeting.

The School Principal shall communicate his decision to the aggrieved in writing, with reason, within five (5) school days of receipt of the written grievance.

#### LEVEL TWO

1. If the disposition of the grievance is deemed unsatisfactory at Level One, the aggrieved, no later than ten (10) school days after receipt of the Principal's written decision may present the grievance to the Board of Education in writing stating (a) the nature of the grievance, including all factual data and evidence supporting the grievance, (b) the results of the previous discussions, (c) the basis of dissatisfaction with the decision, and (d) the remedy or remedies requested. ✓

A copy of the writing called for at this level shall be furnished to the School Principal.

2. Within ten (10) school days from the receipt of the written grievance, the Board shall hold a closed hearing at which all parties concerned shall have the right to be heard, including a representative of the Association, unless in an individual grievance the individual concerned requests that they not be present. ✓

3. Within ten (10) school days from said hearing the Board shall, in writing, advise the aggrieved person and the Association of their determination and shall forward a copy of said determination to the Principal.

If the disposition of the grievance at Level Two is deemed unsatisfactory, the Association may request that the grievance be submitted to arbitration.

### LEVEL THREE

Within ten (10) school days after such written notice, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time a request for a list of arbitrators will be made to the American Arbitration Association by either party.

The advisory arbitrator so selected shall confer with the representation of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision.

The decision of the Board of Education is final unless set aside by some agent or agency in still higher authority.

The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

### IV.

It is understood that any teacher submitting a grievance, or grievances, shall during and notwithstanding the pendency of any grievance, continue to observe all legal and required assignments and rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

No reprisals of any kind shall be taken by the Board or by any member of the administration against any member of the Association or any other participant in the grievance procedure by reason of such participation.

### ABSENCES

#### I.

SICKNESS - A maximum of eleven (11) days absence from school because of personal sickness shall be permitted during each school year without loss of pay. During the next ten (10) days of absence because of personal sickness, the cost of the substitute will be deducted from the normal salary. A leave of absence without pay will be granted for any remaining period of absence because of personal sickness. All days not utilized in any one year of the basic 11 sick leave shall be cumulative and may be used for additional sick leave as needed in subsequent years.

Deductions for absences beyond those set forth above shall be at the daily rate of 1/200 of contract salary.

The Board may in its discretion require a physician's certificate for absences due to illness.

Absence due to quarantine not involving personal illness will be allowed without deduction from salary upon filing a certificate of quarantining officer. These days will not be deducted from accumulated sick leave.

## II.

DEATH OR CRITICAL ILLNESS IN THE IMMEDIATE FAMILY - For each death or critical illness within the immediate family an employee shall be allowed six (6) days with full pay because of death or critical illness within the immediate family. A maximum of six (6) additional days shall be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. Thereafter full deduction shall be made at the rate of 1/200 of contract salary for each day.

- (a) Critical shall be construed to mean of the nature of, or constituting, a crisis, hence of doubtful issue. However, this is to be emergency only and not extended to personal care of members of teacher's family.
- (b) Immediate - shall be understood to include in the family husband, wife, father, mother, child, brother, sister, mother-in-law, father-in-law, and other relative making his or her home with the employee.

No unused days shall be cumulative for use in another year.

## III.

DEATH OR SECOND DEGREE RELATIVE - In cases of death of a relative of the second degree, an employee may be allowed a maximum of three (3) full days in any one year with full pay. Thereafter full deduction shall be made at the rate of 1/200 of contract salary for each day.

- (a) Relative of the second degree shall be understood to include aunt, uncle, grandparent, grandchild, nephew, niece, cousin, and other in-laws.

No unused days shall be cumulative for use in another year.

#### IV.

OTHER EMERGENCIES OF PERSONAL NATURE - An allowance of up to two (2) days per school year total leave with pay, plus up to five (5) additional days leave with pay less the pay of the substitute, with prior approval of the Principal, shall be granted all full time teachers and administrator for the following reasons:

- (a) Recognition of religious holiday
- (b) Court subpoena or party to suit (involving no moral turpitude on the part of the employee.)
- (c) Marriage of employee or marriage in the immediate family.
- (d) Personal business which cannot be handled outside of school hours.
- (e) Graduation day of teacher, child or spouse.
- (f) Moving personally from one residence to another.

The Board reserves the right to extend the number of leave days with pay in extenuating circumstances. Additional days shall be requested of the Principal in writing and presented by him to the Board for final decision.

Deductions for absences beyond the five (5) days for reasons listed above shall be at the daily rate of 1/200 of contract salary.

Whenever possible, written request for absence shall be submitted in advance.

No unused days shall be cumulative for use in another year.

#### SABBATICAL LEAVE

The Board of Education may, upon the recommendation of the Administrative Principal, grant a Sabbatical Leave to a full time professional staff member who has completed seven (7) consecutive years with the Elk Township Public School system. Said Sabbatical Leave shall be granted for the purpose of study, including study in another area of specialization, for travel, or for other reasons of value to the school system. Granting a leave shall not imply a change of position or promotion related to the Sabbatical activity.

A person desiring sabbatical leave must place a written request with the Administrative Principal in detail with reasons, plans and dates, no later than January 1st of the school year preceding the school year for which the sabbatical leave is requested. This deadline may be waived at the discretion of the Administrative Principal. The Board of Education will act on sabbatical leave requests at a regularly scheduled Board of Education Meeting.



Should two (2) qualifying people file applications for Sabbatical Leaves in the same year priority would be given to the person with the most seniority with the Elk Township Public School System; if both are equal in length of service the decision would be at the discretion of the Board of Education based on reasons, etc. as state in the written application, and the date of the application.

Leave may be for one full school year or one-half (1/2) of a school year. The awarding of a half year sabbatical leave will be predicated upon the availability of an administratively approved certified teacher as the replacement.

A person on sabbatical leave shall receive no remuneration for the term of the sabbatical leave. No person will accept other employment while on sabbatical leave unless approved by the Elk Township Board of Education.

Upon returning from a sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence ONLY if the sabbatical leave was used for education, and upon submitting to the Administrative Principal proof of satisfactorily having completed same.

If the sabbatical leave was used for travel or other reasons the person having same would return at the appropriate salary with no credit being granted on the salary scale for the time not actively employed. A person returning from a sabbatical leave that was used for travel must submit a report to the Board of Education and make their pictures and added knowledge of the area toured available to the other members of the professional staff for use in their classrooms.

#### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board agrees to pay up to two hundred dollars (\$200.00) maximum per year toward tuition expenses incurred with course work taken at a recognized college or university. Course work must have prior approval of the Administrative Principal.

Payment shall be made by October 30th of the contract year, following the year courses were taken, contingent upon submission to the Administrative Principal tuition receipts and transcripts indicating a passing grade.

#### SCHOOL YEAR

The employees covered by this agreement, except new employees, who may be required to attend an additional orientation meeting in September, shall not work more than one hundred eighty six (186) days, which will include the two (2) convention days, should a convention be held during that school year.

#### ARRIVAL AND DISMISSAL TIME

A teacher scheduled for bus duty on a given day shall not be required to report for duty earlier than twenty-five (25) minutes before the first student bell on that day. No other teacher shall be required to report for duty earlier than twenty (20) minutes before the first student bell.

A teacher shall not be required to remain at school more than fifteen (15) minutes after the last student bell except for a scheduled Monday faculty meeting which will last no longer than sixty (60) minutes after the last student bell. Teachers shall be given notice of a Monday faculty meeting on the previous Friday except in the case of an emergency.

Full day in-service meetings shall be no longer than six and one-half (6½) hours including a one (1) hour free lunch period. The regular full day schedule will apply for half day in-service meetings.

#### LUNCH RECESS

Teachers will be assured of a thirty (30) minute duty-free lunch period during the hours normally used for lunch period.

The Board of Education and the Administration reserves the right to utilize teachers for the supervision of lunch recess in the event of an emergency.

#### INCLEMENT WEATHER

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

#### LEAVING THE BUILDING

A teacher may leave the building without requesting permission during his scheduled duty-free lunch period after informing the principal or secretary of his intention.

#### NOTIFICATION DATE FOR PRESENTLY EMPLOYED TEACHERS

All teachers shall be given written notice of their class and/or subject assignments for the forthcoming year not later than June 15th. The Board reserves the right to make changes any time they deem necessary.

;

### STAFF VACANCIES

All staff vacancies shall be posted for a period of two (2) weeks if time permits. During the summer, all faculty shall be notified by mail of staff vacancy positions, by letter sent to summer addresses that have been left with the Administrative Principal on the last day of school.

### GUIDE FOR HIRING ON NEGOTIABLE STEP #1

Teacher to be considered shall meet with the Administrative Principal, Board Secretary, President of the Board of Education, Chairman of the Negotiations Committee and Chairman of the Personnel Committee, with no less than two of the three Board Members in attendance. Teacher hired, would after one full year, if rehired be placed on Step #2 of the Teachers' Salary Guide.

### PERSONNEL RECORDS

#### A. FILE

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein. At least once every two (2) years, a teacher shall have the right to indicate those documents in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Principal, who must have completed two (2) full years in said position, and if in fact the Principal agrees that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

#### B. DEROGATORY MATERIAL

No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Principal and be attached to the file copy, but there shall be no separate letter or evaluation.

### HOSPITALIZATION

The Board agrees to pay the full cost of hospitalization and medical-surgical insurance, which shall be 365 day Blue Cross of New Jersey, 750 Series Blue Shield of New Jersey, and \$250,000.00 New Jersey Blue Cross Major Medical, for the employee and in cases where appropriate, for family plan insurance coverage.

#### WASHINGTON NATIONAL INSURANCE

The Board of Education agrees to pay one-hundred percent (100%) of the cost of Washington National's Class E coverage as an optional benefit for any teacher who chooses not to be insured under the board's group plan in New Jersey Blue Cross and Blue Shield, and Major Medical as outlined under the paragraph entitled "Hospitalization" of this agreement.

#### PRESCRIPTION DRUG PLAN

The Board of Education agrees to pay one-hundred percent (100%) of the employees' share of the New Jersey Blue Cross Prescription Drug Plan, plus coverage on dependents up to a maximum of \$100.00 per year. Any additional costs for the dependents' coverage over \$100.00 per year, agreed to by the Board, shall be an automatic payroll deduction from the bi-monthly salary of the employee with said coverage.

#### DENTAL PROGRAM

The Elk Township Board of Education agrees to pay one-hundred percent (100%) of the cost of coverage in the New Jersey Blue Cross and Blue Shield Dental Plan's Basic Program with no deductible - employees only.

#### SUMMER PAY PLAN

Each ten (10) month employee may individually elect to have ten percent (10%) of his monthly gross salary deducted, and set aside in an account entitled "Summer Payment Fund" for payment during the summer months, by submitting notification in writing to the Secretary of the Board of Education no later than June 1st of the previous school year.

These funds shall be paid to the employee or his estate in one of the following ways:

- (a) Once per month through the summer, on July 15th and August 15th or,
- (b) In one lump sum on the last teacher day of the school year, if such request is received by the Board Secretary no later than May 1st of that year, or
- (c) In one lump sum upon death or termination of employment, within fifteen (15) days of the Board's official notice of such action.

## SALARY

The contract salary shall be paid in twenty (20) equal semi-monthly installments on the 15th and 30th of each month in accordance with the rates set forth on the salary guide attached hereto and made a part hereof, unless the 15th or 30th of any month falls during the weekend or holiday vacation specified by the school calendar. In this case the employee shall be paid on the last working day prior to the weekend or holiday vacation. Installment paid on the 30th of each month includes pay for the 31st of the month should there be a 31st day in that calendar month.

Each employee shall receive his final check on the last working day specified by the school calendar, following completion of all duties and obligations relating to the closing of the school year.

Extra Curricular Compensation shall be paid in one separate installment on the final payday of the school year, without deductions other than F.I.C.A. and New Jersey Unemployment Compensation Insurance.

Deductions due to unexcused absences will be deducted from the check issued on the 15th day of the month following the month during which the absence occurred.

## SALARY SCHEDULE DEFINITIONS

- (1) "Bachelors Degree" defines a schedule for professional employees holding a Baccalaureate Degree from an accredited collegiate institution and a Regular Certificate as issued by the New Jersey Department of Education.
- (2) "Bachelors Degree + 30" defines a schedule for professional employees who in addition to qualifying for a Bachelors Degree have since earned thirty (30) graduate level credits in education. These credits must be approved by the Administrative Principal and preferably should be a part of a graduate program. In no way should credits earned for certification requirements for the Regular Certificate be construed as qualifying in this definition.
- (3) "Masters Degree" defines a schedule for professional employees who have earned a Masters Degree in the field of Education from an accredited graduate school.

TEACHERS' SALARY GUIDE 1981-82

Years	Bachelors Degree	Bachelors Degree + 30	Masters Degree
1	Negotiable	Negotiable	Negotiable
2	13,131.00	13,456.00	13,781.00
3	13,521.00	13,846.00	14,171.00
4	13,911.00	14,236.00	14,561.00
5	14,300.00	14,625.00	14,950.00
6	14,719.00	15,044.00	15,369.00
7	15,138.00	15,463.00	15,788.00
8	15,557.00	15,882.00	16,207.00
9	16,105.00	16,430.00	16,755.00
10	16,653.00	16,978.00	17,303.00
11	17,201.00	17,526.00	17,851.00
12	17,749.00	18,074.00	18,399.00
13	18,296.00	18,621.00	18,946.00
14	18,844.00	19,169.00	19,494.00

Each teacher above the 14th step of the salary guide for the 1981-82 school year will receive an increase of 10% of the 1980-81 14th step, Bachelors Degree Scale, which equals \$1,763.00, added to their individual 1980-81 contracted salary.

A listing of the 1981-82 salaries for everyone above the 14th step on the salary guide will be placed on file with the Elk Township Teachers' Association prior to the signing of said agreement.

EXTRA CURRICULAR COMPENSATION

Student Congress	\$ 160.00	Audio Visual Aids	\$ 110.00
Safety Patrol	110.00	Science Coordinator	110.00
Intramural Sports	110.00 for each position filled.		

#### METHOD OF COMPUTING

Steps three through fourteen (3-14) of all three salary scales on the guide were formulated by adding ten percent (10%) to each prior step of the 1980-81 salary guide.

Step two (2), year two (2), of each scale was determined by deducting three hundred ninety dollars (\$390.00) from Step #3 of the current guide. This is equal to the difference between Step #3 and Step #4 of the current guide.

#### CONCLUSION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### ELK TOWNSHIP BOARD OF EDUCATION

Attest:

Marie C. Filippello  
Marie C. Filippello, Secretary

Frank J. Stiles  
Frank J. Stiles, President

#### ELK TOWNSHIP TEACHERS' ASSOCIATION

Attest:

Florence A. Hoffman  
Florence A. Hoffman, Secretary

Bruce Wolfson  
Bruce Wolfson, President